

London Staff Bureau Ltd.

Linburn House, 342 Kilburn High Road, London NW6 2QJ
Tel: 0171-328 3304

REPORT TO: _____

NAME OF TEMP: _____

ASSIGNMENT: _____

HOURS: _____

WEEK ENDING: _____

	SAT	SUN	MON	TUES	WED	THURS	FRI	
AM								TOTAL WEEKLY HOURS
PM								
TOTAL HOURS								

FOR OFFICE USE ONLY

INVOICE:

NO:

HOURS CHARGE PER HR

NORMAL

O/T

SUB TOTAL

VAT

AMOUNT DUE

This invoice covers wages already paid.
Your immediate settlement is requested within 7 days.

VAT NO. 495 3003 48

CERTIFICATE OF HOURS WORKED

I certify that the total hours including overtime hours have been satisfactorily worked and that payment in respect of these will be made according to your terms of business which I have received from you and accept as the basis of this transaction.

SIGNATURE _____

POSITION _____

DATE _____

MODEL TERMS OF BUSINESS FOR THE SUPPLY OF TEMPORARY STAFF SERVICES

1. These Terms and conditions of Business are between London Staff Bureau and / or any subsidiaries or associated (or separate names), hereinafter called the 'Employment Business', and the hiree hiring the Temporary Worker (hereinafter called the 'client').
 2. These Terms and Conditions are deemed to be accepted by the Client by virtue of an interview or the engagement by the client (which term includes employment or use whether under a contract of service or for service or under an agency, licensee, franchise or partnership agreement) of a temporary worker (hereinafter called a 'TEMPORARY WORKER') introduced by the Employment Business.
 3. The Client agrees to pay the hourly charge of the Employment Business advised at the time of the booking. The Client agrees to verify and sign the Employment Business time sheet each week. Signature of such time sheets by the client constitutes acceptance that the Temporary Worker has worked satisfactorily for the hours indicated on the time sheet. Failure to sign the time sheet does not alter the client's liability to pay for hours worked. Travelling, hotel or other expenses as may agreed shall be itemised on the Employment Business invoice in addition to this charge. These charges will be those in force at the time of the assignment and may be varied from time to time with immediate effect. Details of charges are available on application and are calculated on an hourly basis. VAT shall be charged in addition.
 4. Charges which largely represent remuneration paid are invoiced weekly and are payable (immediately) within 7 days of the Employment Business invoice). A surcharge will be incurred by the Client of 2% for each period of 7 days of delayed payment.
 5. The Employment Business assumes responsibility for payment of remuneration, deduction and payment of all statutory contributions in respect of Earnings Related Insurance and the administration of Schedule E Income Tax (PAYE) applicable to the Temporary Worker as required by law.
 6. The engagement or use by a Client of a Temporary Worker or former Temporary Worker introduced by the Employment Business whether for a definite or indefinite period, or the introduction of such Temporary Worker to other employers with a resulting engagement (or, where applicable, if the Temporary worker has become incorporated under a limited company, the engagement use or introduction of that limited company), renders the client subject to the payment of an introduction fee calculated 10% of the annual commencing gross taxable remuneration and taxable employments payable by the client to the worker concerned, provided that the engagement takes place within a period of 6 months from the termination of any temporary assignment, or within 6 months of the introduction of the Temporary Worker, whichever is later. Where the amount of annual commencing remuneration is not readily ascertainable, the fee will be calculated as a multiple of 52 times the hourly charge at which the Temporary Worker was last supplied to the Client by the Employment Business. No refund of the introduction fee will be made by the Employment Business to the client in the event of the subsequent termination of such engagement.
 7. Whilst every efforts is made by the Employment Business to give satisfaction to the client by ensuring reasonable standards of skills, integrity and reliability from workers and further to provide them in accordance with booking detail, no liability will be accepted by the Employment Business for any loss, expense, damage or delay arising from any failure to provide any particular Temporary Worker for all or part of the period of booking or from the negligence, dishonesty, misconduct or lack of skill of the Temporary Workers provided.
 8. The Client undertakes to supervise the Temporary Worker(s) assigned to him sufficiently to ensure the Client's satisfaction with reasonable standards of workmanship but if the services of the worker prove to be unsatisfactory, the Employment Business may reduce or cancel the charge for the time worked by that Temporary Worker, provided that the Temporary Worker leaves that assignment immediately and that notification which must be confirmed in writing within five days is received.
 - a) Within four hours of the worker commencing duties where the booking is for more than seven hours
 - b) Within two hours for bookings of seven hours or less.
 9. a) Temporary workers engaged by the Employment Business under contracts for services are deemed to be under the direction and control of the Client from the time the worker reports to take up duties and for the duration of the assignment and the Client agrees to be responsible for all acts errors and omission be they willful negligent or otherwise as though the worker were on the payroll of the Client and the Client will in all respects comply with all statutes, by-laws, codes of practice and legal requirements to which the Client is ordinarily subject in respect of the client's own staff including in particular the provision of adequate Employer's and Public Liability Insurance cover for the Temporary Worker during all assignments but excluding the matters specifically mentioned in paragraph 5 above.
 - b) The Client shall indemnify and keep indemnified the Employment Business against any costs, claims and liabilities incurred by the Employment Business arising out of the assignment.
 10. No variation can be made to these terms without the written consent of a director of the Employment Business.
- THE FOLLOWING ADDITIONAL TERMS RELATE TO THE SUPPLY TO TEMPORARY WORKERS AS DRIVERS OF 'O' LICENSED VEHICLES (hereinafter called the drivers)
11. Temporary Drivers are supplied by the Employment Business on the sole understanding that the Client holds an operators licence under the Transport act 1968, where required.
 12. As far as possible the Employment Business will check reference of drivers and will examine driving licences and permits, notwithstanding the client agrees to take direct responsibility for all statutory duties where applicable in respect of driving licences and permits, driver's hours and records the Health and safety Regulations and Road Traffic and liability insurances, including but not limited to fully comprehensive insurance for the vehicle to be driven and its contents.
- The Client shall on request permit the Employment Business to inspect its operator's licence and policies of insurance for the vehicles to be driven by the Temporary Worker.
13. To assist Client in complying with the relevant provisions of the Transport Act the Employment Business agrees to provide the Client upon request with such information as is available to the Employment Business about any driving assignments carried out by the driver in the seven days immediately preceding the commencement of an assignment with the client, provided the driver shall have worked for a client of the Employment Business during those seven days.

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3. The Client agrees to pay the hourly charge of the Employment Business advised at the time of the booking. The Client agrees to verify and sign the Employment Business time sheet each week. Signature of such time sheets by the client constitutes acceptance that the Temporary Worker has worked satisfactorily for the hours indicated on the time sheet. Failure to sign the time sheet does not alter the client's liability to pay for hours worked. Travelling, hotel or other expenses as may agreed shall be itemised on the Employment Business invoice in addition to this charge. These charges will be those in force at the time of the assignment and may be varied from time to time with immediate effect. Details of charges are available on application and are calculated on an hourly basis. VAT shall be charged in addition.
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12. As far is possible the Employment Business will check reference of drivers and will examine driving licences and permits, notwithstanding this the client agrees to take direct responsibility for all statutory duties where applicable in respect of driving licences and permits, driver's hours and records the Health and safety Regulations, and Road Traffic and liability insurances, including but not limited to fully comprehensive insurance for the vehicle to be driven and its contents.

The Client shall on request permit the Employment Business to inspect its operator's licence and policies of insurance for the vehicles to be driven by the Temporary Worker.

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TERMS OF ENGAGEMENT OF TEMPORARY WORKERS

Between

(hereinafter called the employment
business)

and

(hereafter called the temporary worker)

1. Definitions

In these terms engagement the following definition apply:-

'the client' means the person firm or corporate body requiring the services of the temporary worker.

'the assignment' means the period during which the temporary worker is engaged to render services.

References to the singular include the plural and references to the masculine include the feminine and vice versa.

2. The Contract

(a) These Terms constitute a contract for services between the employment business and the temporary worker upon being signed by the temporary worker and they govern each and every assignment undertaken by the temporary worker. In the event of the temporary worker declining to accept any offer of work or not attending work for any reason, no contract shall exist between the employment business and the temporary worker.

(b) For the avoidance of doubt, these Terms shall not give rise to a contract of employment between the employment business and the temporary worker.

(c) No variation or alterations of these Terms shall be valid unless approved by the employment business in writing.

3. The employment business will endeavour to obtain suitable assignments for the temporary worker to work as a

4. The temporary worker acknowledges that it is in the nature of temporary work that there may be periods when no suitable work is available and agrees (a) that suitability shall be determined solely by the employment business and (b) that the employment business shall incur no liability towards the temporary worker should it fail to offer opportunities to work in the category specified in (3) above or in any other category.

5. The employment business shall pay to the temporary worker remuneration calculated at a minimum hourly rate of for each hour worked during an assignment to be paid weekly in arrears subject to deductions for the purpose of Class 1 National Insurance contributions, P A Y E and any other deductions which the employment business may be bound by law to make.

6. Unless specifically agreed to the contrary, the temporary worker is not entitled to payment from the employment business or its clients for time not spent on assignment whether in respect of holidays, illness or absence for any other reason.

7. The temporary worker is not obliged to accept any assignment offered by the employment business but if he does so, during every assignment and afterwards, as appropriate, he will:

(i) co - operate with the client's staff and accept the direct supervision and instruction of any responsible person in the client's organisation;

(ii) observe any rules and regulations of the client's own establishment to which attention has been drawn or which the temporary worker might reasonably be expected to ascertain;

(iii) unless arrangements have been made to the contrary, conform to the normal hours of work currently in force at the client's establishment;

(iv) Take all reasonable steps to safeguard his own safety and the safety of any other person who may be present or affected by his actions on the assignment and comply with the health and safety policy of the client.

(v) Not engage in any conduct detrimental to the interests of the client:

8. In the event of the temporary worker declining to accept any offer of work, or not attending work for any reason, for any period, the contract for service shall terminate.

9. At the end of each week of an assignment (or at the end of the assignment where an assignment is for a period less than one week or is completed before the end of a week) the temporary worker shall deliver to the employment business his/her timesheet duly completed to indicate the number of hours worked by the temporary worker during the preceding week and signed by an authorised representative of the client. The employment business shall not be obliged to make any payment to the temporary worker unless a properly authenticated timesheet has been submitted.

10. (a) The employment business may without notice and without liability instruct the temporary worker to end an assignment at any time.

(b) If the temporary worker is unable for any reason to work on an assignment he should inform the client or the employment business by no later than 10:00 am on the first day of absence to enable alternative arrangements to be made.

11. The temporary worker will not at any time divulge to any person, nor use for his own or any other person's benefit, any information in relation to the client's or employment business's employees, business affairs, transactions or finances.

Signed by the Temporary Worker

Date